

Bruce McDonald  
2235 West Saddleback Rd  
Cedar City, UT 84720  
(435) 586-1322

2005 FEB 25 PM 12:05

Re: David R. Porter / DeAnn F. Porter  
Case no: 04-32528  
Chapter 13  
Judge William T. Thurman

DISTRICT OF UTAH  
CIVIL

Honorable Judge Thurman:

I received notice of Objection to Claim which I had submitted for this case. At the time that Dave filed Chapter 13, the case I had with him was going through Fifth district court. I have enclosed copies from that case to verify the claim which I have already submitted. I also have witnesses who were present at the time that Dave received the money. If need be, I can request affidavits from them. I believe that I am entitled to the money which I have listed in the claim.

Dave verbally agreed with the terms of this loan in the presence of witnesses. The terms of this loan being for the loan of \$5,000.00 principle, received by him 1 June 1999, and to be paid back with a finance charge of 10% per month or \$500.00 per month. The loan was a short term loan to be paid in full by September 30, 1999. Dave has not fulfilled his agreement.

Your consideration in this matter will be greatly appreciated.

Thank You,

Bruce McDonald

Rex B. Bushman, Esq. #0521  
REX B. BUSHMAN, P.C.  
Attorney for Plaintiff  
115 E. Social Hall Avenue  
Salt Lake City, UT 84111  
Telephone: (801) 533-8020

---

IN THE FIFTH JUDICIAL DISTRICT COURT  
IN AND FOR IRON COUNTY, STATE OF UTAH

---

BRUCE McDONALD dba THE  
VAULT GUN AND PAWN,

Plaintiff,

vs.

DAVE PORTER,

Defendant.

:

: AMENDED COMPLAINT

**COPY**

:

Civil No. \_\_\_\_\_

:

Judge \_\_\_\_\_

---

COMES NOW the above named plaintiff, by and through counsel of record, and hereby  
amends his Complaint and alleges against defendant as follows:

JURISDICTION

1. Plaintiff is a resident of Iron County, State of Utah.
2. Defendant is a resident of Washington County, State of Utah.
3. The facts giving rise to plaintiff's claims occurred in Iron County, State of Utah.

FACTS

4. Plaintiff incorporates the foregoing jurisdictional allegations into the following facts  
verbatim.

5. On or about June 1, 2001, defendant borrowed and received from plaintiff, the amount of \$5,000.00.

6. At time of sale loan, defendant agreed to pay back the loan to plaintiff under the following terms:

a. Defendant to pay a finance fee of 10% per month until the finance fees and principle of \$5,000.00 was paid in full.

b. Defendant was to pay the balance owing in full on or before September 30, 2001.

7. Defendant is in substantial default with regard to repayment of the loan, not having yet paid the principle or finance fees.

8. Demand for payment has been made by plaintiff to defendant and defendant refuses to comply with the terms of the agreement.

**FIRST CAUSE OF ACTION-BREACH OF CONTRACT**

9. Plaintiff incorporates the foregoing allegations into the following cause of action verbatim.

10. Defendant is in breach of agreement with plaintiff and should be required to pay damages of the principle due of \$5,000.00 plus agreed interest.

WHEREFORE, plaintiff prays for judgment against defendant for breach of contract with resulting damages of \$5,000.00 plus accruing interest and court costs incurred herein.

**SECOND CAUSE OF ACTION-QUANTUM MERUIT**

11. Plaintiff incorporates the foregoing allegations into the following cause of action verbatim.

12. Defendant has been unjustly enriched at the expense of plaintiff and should

compensate plaintiff for the amount of the loan of \$5,000.00 plus agreed interest.

WHEREFORE, plaintiff prays for judgment against defendant for his unjust enrichment and for damages of \$5,000.00 plus accrued interest and court costs incurred herein.

DATED this 26 day of November, 2003.

REX B. BUSHMAN, P.C.

By: 

Rex B. Bushman

Attorney for Plaintiff

**COPY**

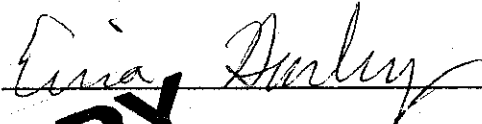
CERTIFICATE OF SERVICE

I hereby certify that I mailed a true and correct copy of the foregoing AMENDED

COMPLAINT to the following defendant, postage prepaid and by U.S. Mail, this 26 day of

November, 2003:

David Porter  
1953 Serenity Drive  
St. George, UT 84770

  
**COPY**

John Bruce McDonald, pro se  
2235 West Saddleback  
Cedar City, UT 84720  
435-586-1322

---

**IN THE FIFTH JUDICIAL DISTRICT COURT IN AND FOR  
IRON COUNTY, STATE OF UTAH**

---

BRUCE McDONALD dba  
The VAULT GUN AND PAWN,

Plaintiff,

v.

DAVE PORTER

Defendant,

**MOTION TO  
COMPEL DISCOVERY**

Case No. 030500737  
Judge: G. Michael Westfall

**COPY**

Comes now, John Bruce McDonald, Plaintiff above captioned, and petition the court to compel the Defendant to produce the following evidence:

**INTERROGATORIES**

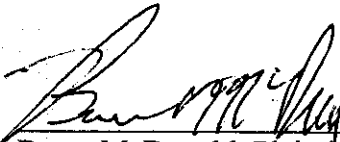
1. State the purpose Defendant intended for use of funds borrowed from Plaintiff.
2. With regard to the foregoing Interrogatory, state whether Defendant's purpose for obtaining the subject loan from Plaintiff was given effect .
3. At time of discussion of the subject loan between the above parties, state who was present.
4. Did Defendant discuss the loan terms with Dave Ayers?
5. Was Defendant's wife aware of the loan and the terms at the time it was taken. If not, when did she become aware of it?

6. What was the amount of the loan, interest and terms for repayment?
7. How many loans has defendant processed through Plaintiff?
8. What were the terms of each loan and when did they occur? Provide a copy of each loan agreement and terms with the accompanying "Request for Production of Documents".
9. How much money did the Defendant borrow for the motor cycle and how much money did the Defendant borrow for the stock certificates?
10. How much gross income did the Defendant earn in 2003 and 2004 in wages and sales commissions? Provide a copy of your income tax return for 2003 with the accompanying "Request for Production of Documents".
11. Has the Defendant settled or received judgment on his lawsuit for insurance? If so, how much was received?
12. When did the Defendant buy a motorcycle? How was it financed, cash, check, loan?
13. List each payment made to Plaintiff, giving date of payment and amount of all loan payments made to Plaintiff by Defendant and designate what loan said payment was made to.
14. Did the Defendant or his wife buy a piano within the time period of these loans? Is it paid for? What was the cost, including charges if financed?
15. Has the Defendant bought or traded through work any ATV/motorcycles since 2003? If so, please identify said vehicles and give balances owing thereon.
16. What cars has the Defendant purchased, leased, or financed from 2002 to the present time?
17. All documents identified in the above interrogatories.
18. All documents defendant intends to introduce at time of trial.

WHEREFORE, the Plaintiff petitions the court for help in compelling the Defendant to produce the above requested discovery. If the Defendant refuses to produce this information, the Plaintiffs petition the court to impose the full request of this case against the Defendant with out further court appearances.

Additionally, the Plaintiff has spent 3 hours filling out this motion. While he is not requesting reimbursement for lost work, he does petition the court to require the Defendant to pay \$35.00 per hour for these 3 hours.

Dated this 10<sup>th</sup> day of August, 2004.

A handwritten signature in black ink, appearing to read "Bruce McDonald", is written over a horizontal line.

Bruce McDonald, Plaintiff, pro se

**COPY**



The Vault Gun & Pawn  
696 W 200 N  
Cedar City, UT 84720  
(435) 867-6488

Re: Dave Porter contract

I, Dave Porter, do hereby agree to the following agreement between myself and Bruce McDonald, DBA The Vault Gun & Pawn, entered into on June 1, 2001.

I, Dave Porter have received a loan of \$5000.00 from The Vault Gun & Pawn on June 1, 2001. I agree to pay a finance fee of 10% per month (\$500.00) until the finance fee and the principle amount of \$5000.00 are paid in full. Agreement is to be paid in full by the 30<sup>th</sup> of September 2001.

In the event of default of this loan, I agree to pay all costs and expenses of enforcing the same, including reasonable attorney's fees and court costs whether or not suit has been filed and whether incurred before or after judgment.

Signed \_\_\_\_\_